

“VS SASSOON & VSFORMEN JOIN AND WIN” PROMOTION
TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian and New Zealand residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
4. Promotion commences on 21/06/2019 and final entries close at 11:59pm AEDST on 04/12/2019 (“**Promotional Period**”).
5. To enter the draw, eligible individuals must complete the following steps during the Promotional Period:
 - Visit www.vssasoon.com.au or www.vsformen.com.au (Australia) OR <http://www.vssasoon.co.nz> or www.vsformen.co.nz (New Zealand) and enter via one (1) of the following ways:
 1. Click on the promotional pop up (“Pop Up”) that will appear and follow the prompts to the promotion entry page; or
 2. Click on the ‘Get Started’ button that will appear once a product warranty registration form has been submitted (when registering a VS Sassoon or VSFORMen product) and follow the prompts to the promotion entry page; or
 3. Click on the ‘JOIN’ button on the website top toolbar and follow the prompts to the promotion entry page.
 - complete the entry form in full, including details of their full name, email address, postcode, date of birth, hair type and the sort of information they would like to hear about from VS Sassoon or VSFORMen; and then
 - Submit the fully completed entry form in accordance with the instructions provided.
6. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter’s discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved.
7. Incomplete or indecipherable entries will be deemed invalid.
8. Only one (1) entry is permitted per person.
9. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
10. The draw will take place at Anisimoff Legal, Suite 5 Erina Plaza, 210 Central Coast Highway Erina, NSW 2250 on 05/12/2019 at 3:00pm AEDST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners will be notified in writing by email within two (2) business days of the draw and their names will be announced online at <http://www.vssasoon.com.au/women/promotions-competitions> from 12/12/2019.

11. The Promoter's decision is final and no correspondence will be entered into.
12. The first valid entry drawn will win a VS Sassoon Styling Prize Pack valued at AUD\$529.80. The VS Sassoon Styling Prize Pack includes:
 - 1x Digital Sensor Hairdryer RRP\$249.95
 - 1x Digital Sensor Straightener RRP\$99.95
 - 1x Digital Sensor Hot Air Styler RRP\$99.95
 - 1x Diamond Luxe Straightening Brush RRP\$79.95

The next valid entry drawn will win a VSForMen Styling Prize Pack valued at AUD\$515.80. The VSForMen Styling Prize Pack includes:

- 1 x The Beard Designer RRP \$299.95
- 1 x X6 PRO Clipper RRP \$99.95
- 1 x The Lithium Pro RRP \$95.95
- 1 x The Diamond precision RRP \$19.95

13. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
14. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
15. Total prize pool value is AUD \$1045.60 Prizes are not transferable or exchangeable and cannot be taken as cash.
16. A draw for any unclaimed prizes may take place on 05/03/2020 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners (if any) will be notified in writing by email within two (2) business days of the draw and their names will be announced online at <http://www.vssassoon.com.au/women/promotions-competitions> from 12/03/2020.
17. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
18. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
19. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
20. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act (Cth), as well as any other implied warranties under the ASIC Act (Cth) or similar consumer protection laws in the States and Territories of Australia or any statutory consumer guarantees as provided under consumer protection laws in New Zealand ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or

any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.

21. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.
22. As a condition of accepting a prize, the winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
23. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian and New Zealand regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <http://www.vssassoon.com.au/women/privacy-policy>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose Australian entrant's PI to any entity outside of Australia.
24. The Promoter is Conair Australia Pty. Ltd (ABN 64 068 492 044) of Suite 101, The Equinox Center, 18 Rodborough Road Frenchs Forest, telephone 02, 8422 1234.
25. The laws of Australia apply to this promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Australia.

NSW Permit No. LTPS/19/35351